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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

PETE CRUZ, on behalf of himself and others
similarly situated,

Plaintiff,

vs.

QUANTUMSCAPE, an entity of unknown
form; QUANTUMSCAPE CORPORATION, a
Delaware corporation; QUANTUMSCAPE
BATTERY, INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

Defendants.

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Case No. 23CV427117

CLASS ACTION

Assigned for All Purposes To:

Hon. Amber Rosen
Dept.: 16

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Failure to Pay Vacation Wages
6. Failure to Comply with Labor Code § 245 *et*
seq. and 246
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5
10. Penalties Pursuant to Labor Code § 203; and
11. Violation of Business & Professions Code §
17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

1 Plaintiff PETE CRUZ, (hereinafter “Plaintiff”) on behalf of himself and all others similarly
2 situated (collectively, “Employees”; individually, “Employee”) complains of Defendants, and each
3 of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants
8 QUANTUMSCAPE, an entity of unknown form; QUANTUMSCAPE CORPORATION, a
9 Delaware corporation; QUANTUMSCAPE BATTERY, INC., a Delaware corporation; and DOES
10 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff
11 alleges that Defendants, and each of them, violated various provisions of the California Labor
12 Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business &
13 Professions Code, and seeks redress therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
17 worked for Defendants in Santa Clara County, and in other nonexempt positions, throughout
18 California and, and consistently worked at Defendants’ behest without being paid all wages due.
19 More specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
21 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control before and after being on the clock for their daily work
27 shift. Defendants further failed to accurately record time worked by Plaintiff and Employee Class
28 members by rounding hours worked to reflect scheduled shift start and end times as opposed to

1 actual hours worked. Defendants also had a uniform policy and practice of requiring Employees to
2 record meal breaks before the fifth hour of work regardless of whether Employees took a meal
3 period after the fifth hour or did not receive a meal period. Defendants thus failed to pay Plaintiff
4 and the Class members for all hours worked and provided them with inaccurate wage statements
5 that prevented Plaintiff and the Class from learning of these unlawful pay practices. Defendants
6 also failed to provide Plaintiff and the Class with lawful meal and rest periods, as employees were
7 not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest
8 periods as required by the Labor Code.

9 **THE PARTIES**

10 **A. The Plaintiff**

11 4. Plaintiff PETE CRUZ has resided in California and during the time period relevant
12 to this Complaint was employed by Defendants as a non-exempt hourly employee within the State
13 of California.

14 **B. The Defendants**

15 5. Defendant QUANTUMSCAPE is an entity of unknown form with its principle
16 executive offices in Fullerton, California and has been listed as the employer on Plaintiff's
17 paystubs during the relevant time period. QUANTUMSCAPE does not list a California address
18 with the California Secretary of State, but upon information and belief, employs Plaintiff and the
19 Class members at Defendants' offices and facilities in San Jose, California, and throughout
20 California and conducts business throughout California.

21 6. Defendant QUANTUMSCAPE CORPORATION ("QSC") is a Delaware
22 corporation with its principle executive office in San Jose, California, and was Plaintiff's principal
23 job site during the relevant time period. QSC lists a California address in San Jose, California with
24 the California Secretary of State, and employs Class members in Santa Clara County, including at
25 Defendants' offices and facilities in San Jose, California, and throughout California and conducts
26 business throughout California.

27 7. Defendant QUANTUMSCAPE BATTERY, INC. ("QSB") is a Delaware
28 corporation with its principle executive offices in San Jose, California, and was Plaintiff's

1 principal job site during the relevant time period. QSB lists a California address in San Jose,
2 California with the California Secretary of State, and employs Class members in Santa Clara
3 County, including at Defendants' offices and facilities in San Jose, California, and throughout
4 California and conducts business throughout California.

5 8. The true names and capacities, whether individual, corporate, associate, or
6 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
7 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
8 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
9 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
10 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
11 this Complaint to reflect the true names and capacities of the Defendants designated herein as
12 Does 1 through 50 when their identities become known.

13 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
14 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
15 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
16 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
17 all respects as the employers or joint employers of Employees. Defendants, and each of them,
18 exercised control over the wages, hours or working conditions of Employees, or suffered or
19 permitted Employees to work, or engaged, thereby creating a common law employment
20 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
21 employed Employees.

22 JURISDICTION AND VENUE

23 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
24 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
25 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
26 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
27 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
28 obligations and liabilities giving rise to this lawsuit occurred at least in part in Santa Clara County

1 and Defendants maintain and operate company offices and facilities in Santa Clara County, and
2 employ Plaintiff and other Class members in Santa Clara County and throughout California.

3 **FACTUAL BACKGROUND**

4 11. The Employees who comprise the Class and Collective, including Plaintiff, are
5 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
6 Employees who work in nonexempt positions at the direction of Defendants in the State of
7 California. Plaintiff and the Class members were either not paid by Defendants for all hours
8 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
9 Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift”
10 without compensation by interfacing with vendors, sending emails, and driving to pick up parts.
11 Moreover, Employees were not paid for the time spent answering work-related phone calls while
12 off-the-clock. Defendants also had a uniform policy and practice of rounding all time entries to
13 reflect scheduled shift start and end times rather than paying Plaintiff and the Class members for
14 all hours and minutes they actually worked. Defendants generally rounded time entries to the
15 detriment of the Employees, and these unlawfully rounded time entries were inputted into
16 Defendants’ payroll system from which wage statements and payroll checks were created. Plaintiff
17 also contends that Defendants failed to pay Plaintiff and the Class members all wages due and
18 owing, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in
19 violation of various provisions of the California Labor Code and applicable Wage Orders.
20 Additionally, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive
21 pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
22 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
23 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
24 the overtime wage rate. Therefore, during times when Plaintiff and Employees worked overtime
25 and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
26 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

27 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
28 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,

1 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
2 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
3 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
4 sick pay. Therefore, during times when Plaintiff and Employees worked overtime and received
5 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
6 to pay all sick pay by paying a lower overtime rate than required.

7 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
8 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
9 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
10 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
11 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
12 vacation pay. Therefore, during times when Plaintiff and Employees worked overtime and
13 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
14 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

15 14. During the course of Plaintiff and the Class members' employment with
16 Defendants, they were not paid all wages they were owed, including for all work performed and
17 for all overtime hours worked and were forced to work during their meal and rest breaks.
18 Defendants also failed to maintain timekeeping records for Plaintiff that would permit him to
19 discover the nature and extent of Defendants' unlawful rounding.

20 15. As a matter of uniform Company policy, Plaintiff and the Class members were
21 required to work during their meal and rest breaks which were not compensated by Defendants in
22 violation of the California Labor Code. Plaintiff and the Class members were also not paid
23 regular wages and overtime for the time they were required to comply with other requirements
24 imposed upon them, which they had to complete while working through their meal and rest
25 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
26 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
27 appropriate overtime rate for all such hours, including by being required to perform work duties
28 and tasks without pay and while off-the-clock, and due to Defendants' unlawful rounding. As a

1 result, Plaintiff and the Class members worked substantial overtime hours during their
2 employment with Defendants for which they were not compensated, in violation of the California
3 Labor Code, applicable IWC Wage Orders.

4 16. As a result of the above described unlawful rounding, the daily work demands and
5 pressures to work through breaks, and the other wage violations they endured at Defendants'
6 hands, Plaintiff and the Class members were not properly paid for all wages earned and for all
7 wages owed to them by Defendants, including when working more than eight (8) hours in any
8 given day and/or more than forty (40) hours in any given week. As a result of Defendants'
9 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for
10 which they were not adequately and completely compensated. To the extent applicable,
11 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
12 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
13 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
14 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

15 17. Therefore, from at least four (4) years prior to the filing of this lawsuit and
16 continuing to the present, Defendants had a consistent policy or practice of failing to pay
17 Employees for all hours worked and failing to pay minimum wage for all time worked as required
18 by California Law.

19 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
20 continuing to the present, Defendants had a consistent policy or practice of failing to pay
21 Employees overtime compensation at premium overtime rates for all hours worked in excess of
22 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
23 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
24 sections of IWC Wage Orders.

25 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
26 continuing to the present, Defendants have regularly required Employees to work shifts in excess
27 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
28 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal

1 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
2 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
3 Defendants failed to provide or deficiently provided.

4 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
5 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
6 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
7 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
8 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
9 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

10 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to provide Employees with timely,
12 accurate, and itemized wage statements as required by California wage-and-hour laws.
13 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
14 correct overtime wages based on proper regular rate calculations that included nondiscretionary
15 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
16 compensation of their Employees. Moreover, the wage statements given to Employees by
17 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
18 periods and rest breaks all of which Defendants knew or reasonably should have known were
19 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
20 confusing and required Employees to engage in discovery and refer to outside sources to verify
21 whether their pay was correct, potentially resulting in a miscalculation by the Employees.

22 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
23 continuing to the present, Defendants have consistently failed to provide Employees with timely,
24 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

25 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
27 performance of their job duties for Defendants including, but not limited to, the cost of cellphone
28 usage, vehicle mileage and fuel and home internet usage which were necessary to perform their

1 duties under Defendants' employ in violation of Labor Code § 2802.

2 24. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
3 continuing to the present, Defendants have consistently failed to keep accurate time and wage
4 records as required by California wage-and-hour laws.

5 25. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
6 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
7 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
8 required by California wage-and-hour laws.

9 26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
10 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1,
11 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.* and 2802.

12 27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
13 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
14 enjoyed from their violations of Labor Code.

15 **CLASS ALLEGATIONS**

16 28. Plaintiff brings this class action on behalf of himself and all others similarly
17 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as
18 follows: all individuals employed by Defendants within the State of California at any time within
19 four (4) years of the filing of this lawsuit.

20 29. Further, Plaintiff seeks to represent the following Subclasses composed of and
21 defined as follows:

22 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
23 compensated for all hours worked for Defendants at the applicable minimum wage.

24 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
25 compensated for all hours worked for Defendants at the required rates of pay, including for all
26 hours worked in excess of eight in a day and/or forty in a week.

27 c. Subclass 3. Vacation Wages Subclass. All Class members who were not
28 compensated at the Employee's regular rate of pay for their vacation wages.

1 d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at
2 the Employee's regular rate of pay for their sick pay wages.

3 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
4 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
5 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

6 f. Subclass 6. Rest Break Subclass. All Class members who were subject to
7 Defendants' policy and/or practice of failing to authorize and permit Employees to take
8 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
9 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

10 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
11 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
12 by California wage-and-hour laws.

13 h. Subclass 8. Wage Statement Subclass. All Class members who, within the
14 applicable limitations period, were not provided with accurate itemized wage statements.

15 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
16 members who were subject to Defendants' failure to reimburse for expenses necessarily incurred
17 in the performance of Employees job duties for Defendants.

18 j. Subclass 11. Termination Pay Subclass. All Class members who, within the
19 applicable limitations period, either voluntarily or involuntarily separated from their employment
20 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
21 termination.

22 k. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
23 result of Defendants' business acts and practices, to the extent such acts and practices are found to
24 be unlawful, deceptive, and/or unfair.

25 30. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
26 modify the class description with greater particularity or further division into subclasses or
27 limitation to particular issues.

28 31. This action has been brought and may properly be maintained as a class action

1 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
2 of interest in litigation and proposed class is easily ascertainable.

3 **A. Numerosity**

4 32. The potential members of the class as defined are so numerous that joinder of all
5 the member of the class is impracticable. While the precise number of class members has not been
6 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
7 time period relevant to this lawsuit, employed more than 100 individuals within the State of
8 California.

9 33. Accounting for employee turnover during the relevant time period increases this
10 number substantially. Plaintiff alleges that Defendants' employment records will provide
11 information as to the number and location of all class members.

12 **B. Commonality**

13 34. There are questions of law and fact common to the class that predominate over any
14 questions affecting only individual class members. These common questions of law and fact
15 include:

- 16 a. Whether Defendants failed to pay Employees minimum wages;
- 17 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 18 c. Whether Defendants failed to pay Employees overtime as required under Labor
19 Code § 510;
- 20 d. Whether Defendants failed to pay Employees vacation wages as required under
21 Labor Code § 227.3;
- 22 e. Whether Defendants failed to pay Employees sick pay as required under Labor
23 Code § 245;
- 24 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
25 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
26 premium pay in lieu thereof;
- 27 g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
28 Orders, by failing to provide Employees with requisite rest breaks or premium pay

1 in lieu thereof;

2 h. Whether Defendants violated Labor Code § 226(a);

3 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

4 j. Whether Defendants failed to reimburse Employees for necessary business
5 expenses;

6 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
7 wages and compensation due and owing at the time of termination of employment;

8 l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

9 m. Whether Employees are entitled to equitable relief pursuant to Business and
10 Professions Code § 17200 *et seq.*

11 n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*

12 **C. Typicality**

13 35. The claims of the named plaintiff are typical of those of the other Employees.

14 Employees all sustained injuries and damages arising out of and caused by Defendants' common
15 course of conduct in violation of statutes, as well as regulations that have the force and effect of
16 law, as alleged herein.

17 **D. Adequacy of Representation**

18 36. Plaintiff will fairly and adequately represent and protect the interest of Employees.
19 Counsel who represents Employees are experienced and competent in litigating employment class
20 actions.

21 **E. Superiority of Class Action**

22 37. A class action is superior to other available means for the fair and efficient
23 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
24 questions of law and fact common to all Employees predominate over any questions affecting only
25 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
26 Defendants' illegal policies or practices of failing to compensate Employees properly.

27 38. Class action treatment will allow those persons similarly situated to litigate their
28 claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

5 39. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 40. Defendants failed to pay Employees minimum wages for all hours worked.
8 Defendants had a consistent policy of misstating Employees time records and failing to pay
9 Employees for all hours worked. Employees would work hours and not receive wages, including
10 as alleged above in connection with working during meal breaks, rounding of timekeeping
11 entries, and working “pre-shift” and “post-shift” without compensation by interfacing with
12 vendors, sending emails, and driving to pick up parts, and receiving phone calls while off-the-
13 clock. Additionally, Defendants had a consistent policy of failing to pay Employees for hours
14 worked during alleged meal periods for which Employees were consistently denied, as also
15 addressed herein. Defendants have also intentionally and improperly rounded, changed, adjusted,
16 and/or modified Employee hours, while benefiting Defendants. Defendants thus regularly failed
17 to pay minimum wages to Plaintiff and Class members, including by unlawful rounding to their
18 detriment. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum
19 wage for all hours worked. Defendants’ uniform pattern of unlawful wage and hour practices
20 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
21 uniform policy and practice that denied accurate compensation to Plaintiff and the other members
22 of the Class as to minimum wage pay.

23 41. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
24 states:

25 The minimum wage for employees fixed by the commission is the
26 minimum wage to be paid to employees, and the payment of a less
27 wage than the minimum so fixed is unlawful.
28

1 42. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 43. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any
7 employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to
9 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

10 44. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 45. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

16 46. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

19 47. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

25 **(Against All Defendants)**

26 48. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 49. By their conduct, as set forth herein, Defendants violated California Labor Code §

1 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
2 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
3 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
4 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
5 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
6 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
7 paying Employees wages for all hours worked including time off the clock working “pre-shift”
8 and “post-shift” without compensation by interfacing with vendors, sending emails, and driving
9 to pick up parts, and receiving phone calls while off-the-clock. Employees regularly worked over
10 8 hours on a given day without receiving overtime compensation.

11 50. Furthermore, on information and belief, Defendants did not pay Plaintiff and
12 Employees the correct overtime rate for the recorded overtime hours that they generated. In
13 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
14 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
15 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
16 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
17 rate of pay for purposes of calculating the overtime wage rate.

18 51. Therefore, during times when Plaintiff and Employees worked overtime and
19 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
20 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

21 52. Defendants’ failure to pay compensation in a timely fashion also constituted a
22 violation of California Labor Code § 204, which requires that all wages shall be paid
23 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
24 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
25 and overtime compensation earned by Employees. Each such failure to make a timely payment of
26 compensation to Employees constitutes a separate violation of California Labor Code § 204.

27 53. Employees have been damaged by these violations of California Labor Code §§
28 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

1 54. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
2 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
3 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
4 reasonable attorneys' fees and costs.

5 **THIRD CAUSE OF ACTION**

6 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

7 **(Against All Defendants)**

8 55. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 56. Employees regularly worked shifts greater than five (5) hours and greater than ten
11 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
12 more than five (5) hours without providing him or her with a meal period of not less than thirty
13 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
14 meal period of not less than thirty (30) minutes.

15 57. Defendants failed to provide Employees with meal periods as required under the
16 Labor Code. Employees were consistently required to work through their meal periods which they
17 were consistently denied. Employees were also required to take meal periods after working well
18 beyond the five (5) hour shifts. In addition, Defendants had a policy and practice of requiring
19 Employees to record meal periods before the fifth hour of work regardless of when meal periods
20 were taken or if they were taken at all in order to avoid paying meal period premiums. What meal
21 periods were provided were also not duty-free due to Defendants' policy and practice requiring
22 Employees to keep walkie talkies and work phones on during meal periods to respond to
23 emergencies and other situations. Furthermore, Employees were regularly required to work for
24 more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute
25 meal period as required by law.

26 58. Moreover, Defendants failed to compensate Employees for each meal period not
27 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
28 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an

1 employee a meal period in accordance with this section, the employer shall pay the employee one
2 hour of pay at the employee's regular rate of compensation for each workday that the meal period
3 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
4 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
5 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
6 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
7 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

8 59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
9 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
10 period not provided or deficiently provided, a sum to be proven at trial.

11 **FOURTH CAUSE OF ACTION**

12 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

13 **(Against All Defendants)**

14 60. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 61. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
17 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
18 not less than ten (10) minutes for each consecutive four (4) hour shift.

19 62. Defendants failed to provide Employees with timely rest breaks of not less than ten
20 (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were also
21 not duty-free due to Defendants' policy and practice requiring Employees to keep walkie talkies
22 and work phones on during rest breaks to respond to emergencies and other situations.

23 63. Moreover, Defendants failed to compensate Employees for each rest period not
24 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
25 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
26 accordance with this section, the employer shall pay the employee one hour of pay at the
27 employee's regular rate of compensation for each workday that the rest period is not provided.
28 Defendants failed to compensate the Employees in the Class for each rest period not provided or

1 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
2 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
3 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
4 or by otherwise incorrectly calculating the regular rate.

5 64. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
6 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
7 worked without the required rest breaks, a sum to be proven at trial.

8 **FIFTH CAUSE OF ACTION**
9 **FAILURE TO PAY VACATION WAGES**
10 **(Against All Defendants)**

11 65. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 66. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
14 employment policy provides for paid vacation and an employee is terminated without having
15 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
16 in accordance with said contract of employment or policy respecting eligibility or time served.

17 67. Defendants paid nondiscretionary commissions, incentive pay, and/or
18 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
19 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

20 68. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
21 Code § 227.3.

22 **SIXTH CAUSE OF ACTION**
23 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**
24 **(Against All Defendants)**

25 69. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 70. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
28 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At

1 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
2 with the pay calculation under California Labor Code § 246(1).

3 71. Defendants paid nondiscretionary commissions, incentive pay, and/or
4 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
5 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
6 calculating the amount of paid sick time due when sick time is used according to the requirements
7 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
8 rate, in violation of the law.

9 72. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
10 Code § 245 *et seq.* and 246.

11 **SEVENTH CAUSE OF ACTION**
12 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
13 **IN VIOLATION OF LABOR CODE § 2802**
14 **(Against All Defendants)**

15 73. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 74. Under Labor Code § 2802(a), an employer must indemnify its employees for all
18 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
19 of his or her duties, or of his or her obedience to the directions of the employer.

20 75. Employees incurred necessary expenditures in the performance of their job duties
21 for Defendants, namely the cost of cell phone usage, vehicle mileage and fuel and home internet
22 usage, which were necessary to perform their duties under Defendants' employ. From four (4)
23 years prior to the original filing of this lawsuit and continuing to the present, Defendants
24 consistently failed to reimburse Employees for these necessarily incurred business expenses.

25 76. As a result of the unlawful acts of Defendants, Employees have been deprived of
26 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
27 plus interest and penalties thereon, attorneys' fees, and costs.

28 ///

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

77. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

78. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

79. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, and reflected incorrect hours worked due to the rounding of timekeeping entries all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of their Employees. The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Employees.

80. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact

1 compensated them correctly for all hours worked.

2 81. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
3 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
4 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
5 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
6 award of costs and reasonable attorneys' fees.

7 82. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
8 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
9 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
10 employee for each pay period.

11 83. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
12 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
13 shown according to proof.

14 **NINTH CAUSE OF ACTION**

15 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**

16 **AND 1174.5**

17 **(Against All Defendants)**

18 84. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 85. California Labor Code § 1174 requires that all employers shall keep accurate time
21 and wage records for all employees. California Labor Code § 1174.5 further requires that any
22 employee suffering injury due to a willful violation of the aforementioned obligations may seek
23 damages, including civil penalties, from the employer.

24 86. During the course of Plaintiff's and Employees' employment, Defendants
25 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
26 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
27 overtime, and premium pay as discussed above.

28 87. Accordingly, Defendants are liable for civil penalties pursuant to the California

1 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

2 **TENTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 203**

4 **(Against All Defendants)**

5 88. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 89. Numerous Employees are no longer employed by Defendants; they either quit
8 Defendants' employ or were fired therefrom.

9 90. Defendants failed to pay these Employees all wages due and certain at the time of
10 termination or within seventy-two (72) hours of resignation.

11 91. The wages withheld from these Employees by Defendants remained due and owing
12 for more than thirty (30) days from the date of separation of employment.

13 92. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
14 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
15 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
16 to thirty (30) days from the date they were due.

17 **ELEVENTH CAUSE OF ACTION**

18 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

19 **(Against All Defendants)**

20 93. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 94. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
23 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
24 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
25 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
26 meaning of Code of Civil Procedure § 1021.5.

27 95. Plaintiff is a "person" within the meaning of Business & Professions Code
28 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive

1 relief, restitution, and other appropriate equitable relief.

2 96. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
3 business practices.

4 97. Wage-and-hour laws express fundamental public policies. Paying employees their
5 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
6 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
7 to enforce minimum labor standards, to ensure that employees are not required or permitted to
8 work under substandard and unlawful conditions, and to protect law-abiding employers and their
9 employees from competitors who lower costs to themselves by failing to comply with minimum
10 labor standards.

11 98. Defendants have violated statutes and public policies. Through the conduct alleged
12 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
13 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
14 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
15 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
16 privileges guaranteed to all employees under the law.

17 99. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
18 violation of the Business & Professions Code § 17200 *et seq.*

19 100. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
20 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
21 care should have known that their conduct was unlawful; therefore their conduct violates the
22 Business & Professions Code § 17200 *et seq.*

23 101. As a proximate result of the above-mentioned acts of Defendants, Employees have
24 been damaged, in a sum to be proven at trial.

25 102. Unless restrained by this Court, Defendants will continue to engage in such
26 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
27 should make such orders or judgments, including the appointment of a receiver, as may be
28 necessary to prevent the use by Defendants or their agents or employees of any unlawful or

1 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
2 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
3 have unlawfully failed to pay.

4 **TWELFTH CAUSE OF ACTION**

5 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

6 **(Against All Defendants)**

7 103. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 104. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
10 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
11 alleged violators, Defendants.

12 105. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
13 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
14 penalty provisions, without limitation, based on the following California Labor Code sections:
15 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174,
16 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

17 106. The penalties shall be allocated as follows: 75% to the Labor and Workforce
18 Development Agency (LWDA) and 25% to the affected employee.

19 107. Employees also seek any and all penalties and remedies set forth in Labor Code §
20 558, which states:

21 (a) Any employer or other person acting on behalf of an employer who
22 violates, or causes to be violated, a section of this chapter or any provision
23 regulating hours and days of work in any order of the Industrial Welfare
24 Commission shall be subject to a civil penalty as follows: (1) For any initial
25 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
26 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

27 (b) If upon inspection or investigation the Labor Commissioner determines that
28 a person had paid or caused to be paid a wage for overtime work in violation of any
provision of this chapter, or any provision regulating hours and days of work in any

1 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
2 citation. The procedures for issuing, contesting, and enforcing judgments for
3 citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

4 (c) The civil penalties provided for in this section are in addition to any other
5 civil or criminal penalty provided by law.

6 108. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
7 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
8 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
9 for each violation in a subsequent citation, for which the employer fails to provide the employee a
10 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
11 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

12 109. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
13 LWDA and Defendants postmarked on December 4, 2023. The LWDA has not provided notice of
14 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
15 letters.

16 **RELIEF REQUESTED**

17 WHEREFORE, Plaintiff prays for the following relief:

- 18 1. For an order certifying this action as a class action;
- 19 2. For compensatory damages in the amount of the unpaid minimum wages for work
20 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
21 the filing of this action, as may be proven;
- 22 3. For liquidated damages in the amount equal to the unpaid minimum wage and
23 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 24 4. For compensatory damages in the amount of the hourly wage made by Employees
25 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
26 years prior to the filing of this action, as may be proven;
- 27 5. For compensatory damages in the amount of the hourly wage made by Employees
28 for each day requisite rest breaks were not provided or were deficiently provided and where no

1 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
2 be proven;

3 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

4 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

5 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
6 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

7 9. For penalties pursuant to Labor Code § 227.3, as may be proven;

8 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;

9 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

10 12. For restitution for unfair competition pursuant to Business & Professions Code
11 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

12 13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

13 14. For compensatory damages in the amount of all previously unreimbursed business
14 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
15 from four (4) years prior to the original filing of this action, as may be proven;

16 15. For an order enjoining Defendants and their agents, servants, and employees, and
17 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
18 duties adumbrated in this Complaint;

19 16. For all general, special, and incidental damages as may be proven;

20 17. For an award of pre-judgment and post-judgment interest;

21 18. For an award providing for the payment of the costs of this suit;

22 19. For an award of attorneys' fees; and

23 20. For such other and further relief as this Court may deem proper and just.

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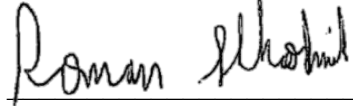
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1 DATED: February 7, 2024

D.LAW, INC.

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3 By 

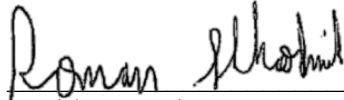
4 David Yermian
5 Roman Shkodnik
6 Emma Geesaman
7 Attorneys for Plaintiff
8 PETE CRUZ
9 and the putative class
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: February 7, 2024

D.LAW, INC.

By 
David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
PETE CRUZ
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

Hannibal P. Odisho
hodisho@saberlaw.com
Shirley C. Wang
swang@saberlaw.com
Andrew J. Mailhot
amailhot@saberlaw.com

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on February 7, 2024, at Glendale, California.

Natalia Bermudes
Natalia Bermudes